

CITY OF LINCOLN, NEBRASKA
REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **LINCOLN/LANCASTER COUNTY HABITAT FOR HUMANITY, INC.**, a Nebraska non-profit corporation, hereinafter called "*Buyer*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **TWENTY THOUSAND AND NO/100 DOLLARS, (\$20,000.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

Lot 3 and the North 5 feet of Lot 4, Hills 2nd Subdivision, Lincoln,
Lancaster County, Nebraska, more commonly known as 1427 N. 25th
Street

2. *Seller* shall order a title insurance commitment from Union Title Company. *Seller and Buyer* shall split the cost of the title insurance policy. *Seller* agrees to furnish *Buyer* a written legal opinion showing defect, if any, in the title to said real estate no later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.

3. *Seller* agrees to pay all taxes for all prior years and including 2013 and any special assessments or taxes assessed against the above-described property before this Agreement is executed by both parties.

4. Current taxes shall be paid as follows: Current year's real estate taxes will be prorated to the date of closing using the 2013 tax rate and the 2013 assessed value.

5. *Seller* agrees to give *Buyer* possession of the said real estate on closing. *Buyer* shall not start construction on the property prior to closing. *Seller* further agrees not to alter or remove any portion of said real estate, except as otherwise provided below: _____

6. It is understood and agreed that this Agreement is conditioned upon *Seller* having a good, valid and merchantable title in fee simple to said real estate. *Seller* agrees to convey said real estate to *Buyer* by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise: _____

7. It is understood and agreed that there may also be additional easement requirements that will be retained by *Seller* or that *Buyer* may be required to execute and convey to *Seller* on the date of close.

8. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale. *Buyer* represents that no real estate commission is due or owing to any cooperating agents or builder for procurement of the Agreement.


9. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the Charter of the City of Lincoln, Nebraska.

10. *Buyer and Seller* agree to close and complete this sale in accordance herewith on or before the 31st day of March, 2014.

IN WITNESS WHEREOF, *Buyer* and *Seller* have caused these presents to be executed as of the dates below indicated.

Executed by *Buyer* this 6th day of November, 2013.

LINCOLN/LANCASTER HABITAT FOR
HUMANITY, INC., a Nebraska non-profit
corporation

By: 

Executed by *Seller* this _____ day of _____, 20____.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

By: _____
Chris Beutler
Mayor of Lincoln

RECEIPT FOR EARNEST MONEY

RECEIVED FROM Lincoln/Lancaster County Habitat for Humanity, Inc., the sum of _____
_____, (\$ _____), (by _____
_____) to apply on the purchase price of the above described property on terms and conditions as
stated above, it being hereby agreed and understood that in the event the above offer is not accepted
by the *Seller* of said premises within the time above specified, or that in the event there are any legal
defects in the title which cannot be cured after said *Buyer* has filed or caused to be filed with *Seller*
written notice of such legal defects, the money hereby paid is to be refunded.

CITY OF LINCOLN, NEBRASKA

By: _____

STATE OF NEBRASKA

COUNTY OF LANCASTER

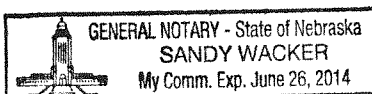
} ss:

On Nov. 6, 2013, before me, the undersigned, a Notary Public duly
commissioned for and qualified in said County, personally came Michele Williamson known
to me to be the Executive Director of the Lincoln/Lancaster County Habitat
for Humanity, Inc., a Nebraska non-profit corporation, and identical person who signed the
foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed
as such officer and the voluntary act and deed of said corporation and that its corporate seal was
thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)


Notary Public



STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

On _____, 20____, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Chris Beutler**, known to me to be the Mayor of **City of Lincoln, Nebraska, a municipal corporation**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

Notary Public



Lancaster County/City of Lincoln GIS Map



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DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email ags@lincoln.ne.gov and you will be directed to the appropriate department.